UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA

Claim No:

2010A22915/2010A22924/2011A01827

§ § §

VS.

Ronald T. Regalado

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Saginaw County, Michigan within the jurisdiction of this Court and may be served with service of process at 945 N. Center Road, Saginaw, Michigan 48638.

The Debt

First Cause of Action - Claim Number: 2010A22915

3. The debt owed the USA is as follows:

A. Current Principal (after application of all prior payments, credits, and offsets)	\$2,064.09
B. Current Capitalized Interest Balance and Accrued Interest	\$1,153.54
C. Administrative Fee, Costs, Penalties	\$0.00

D. Credits previously applied (Debtor payments, credits, and offsets)	\$0.00
E. Attorneys fees	\$0.00
Total Owed – Claim Number 2010A22915	\$3,217.63
Second Cause of Action - Claim Number: 2010A22924	
4. The debt owed the USA is as follows:	
A. Current Principal (after application of all prior payments, credits, and offsets)	\$2,064.09
B. Current Capitalized Interest Balance and Accrued Interest	\$1,542.49
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (Debtor payments, credits, and offsets)	\$0.00
E. Attorneys fees	\$0.00
Total Owed – Claim Number 2010A22924	\$3,606.58
Third Cause of Action - Claim Number: 2011A01827	
5. The debt owed the USA is as follows:	
A. Current Principal (after application of all prior payments, credits, and offsets)	\$4,128.27
B. Current Capitalized Interest Balance and Accrued Interest	\$2,307.20
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (Debtor payments, credits, and offsets)	\$0.00
E. Attorneys fees	\$0.00
Total Owed – Claim Number 2011A01827	\$6,435.47
TOTAL OWED (Claim Numbers 2010A22915/2010A22924/2011A01827)	\$13,259.68

The Certificates of Indebtedness, attached as Exhibits "A", "B", and "C", show the total

owed excluding attorney's fees and CIF charges. The principal balance and the interest balance

shown on the respective Certificates of Indebtedness, are correct as of the date of the Certificates

of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest

accrues at the rate of 3.280% per annum or \$0.18 per day on Claim Number 2010A22915,

3.280% per annum or \$0.18 per day on Claim Number 2010A22924, and 3.270% per annum or

\$0.36 per day on Claim Number 2011A01827.

Failure to Pay

6. Demand has been made upon the defendant for payment of the indebtedness, and the

defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraphs 3, 4, and 5 above, plus prejudgment

interest through the date of judgment, all administrative costs allowed by law, and post-judgment

interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid

in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)

Holzman Corkery, PLLC

Attorneys for Plaintiff

Tamara Pearson (P56265)

28366 Franklin Road

Southfield, Michigan 48034

(248) 352-4340

usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Ronald T. Regalado 945 North Center Rd. Saginaw, MI 48638-5866 Account No. XXX

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 09/16/10.

On or about 06/08/95, 11/06/95 and 08/15/96, the borrower executed promissory note(s) to secure loan(s) of \$3,500.00, \$1,750.00 and \$3,500.00 from Second National Bank and Citizen's Bank (Columbus, OH). This loan was disbursed for \$1,750.00 on 08/01/95, \$1,750.00 on 12/11/95 through 03/04/96 and \$3,500.00 on 10/10/96 through 12/11/96, at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by Great Lakes Higher Education Corporation, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$140.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 09/10/00, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$8,116.47 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 09/20/06, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal: \$ 8,256.45 Interest: \$ 4,117.06

Total debt as of 09/16/10: \$12,373.51

Interest accrues on the principal shown here at the current rate of 3.27 percent and a daily rate of \$0.74 through June 30, 2011, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: $\frac{q/24/10}{\text{Loan Analyst}}$

Litigation Support

	ory Note for			
Federal Stafford Loans (su WARNING: Any person who knowingly makes a false statem subject to penalties which may include tines or imprisonmen	bsidized and unsubsidized)		IGHER EDUCATION COR	P 94
nd 20 U.S.C. 1097. Borrower Section				
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Permanent Street Address (If P.O. Box, see Instructions.)	•	4. Telephone Number	5. Loan Period (Month/Ye	7
City	State Zip Code	6. Driver's License Number (List stat	01 0/73	To: 4/96
S-40 in PLO Lender Name City	mz. 4860]	The second secon		
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Area Code/Telephone (4)				
Relationship to Borrower FR-T	SIGNATURE	I SUPPORT SR. SUPPRIVIOUS	Ms. Ter	
Loan Assistance Requested	TITLE: COLLECTION			
11. I request the following loan type(s), to the extent I am	eligible (see instructions):	a. Subsidized Federal	Stafford	Federal Stafford
 I request a total amount under these loan types not to My school will certify my eligibility for each loan type f 	or which I am applying. The amount at	nume).	\$ 2500	00
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I CERTIFY UNDER PENALTY OF PERJURY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PROMISSORY NOTE SOME SAME STAND PAGE OF THE ORIGINAL PROMISSORY NOTE SOME SAME

CEB Doc # 1 Filed 08/10/12 Application and Promissory Note for Federal Stafford Loans (subsidized and unsubsidized) Guarantor or Program Identification WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 U.S.C. 1097. GREAT LAKES HIGHER EDUCATION CORPORATION **Borrower Section** Legi Name Please print neatly or type. Read the instructions carefully. First Name 2. Social Security Number 3. Permapent Street Address (If P.O. Box, see Instructions.) 4. Telephone Number 5. Loan Period (Month/Year) 1517 1754 State Zip Code 18601 MI State Zip Code 8. Lender Code, if known Second nationa a. Date of Birth (Month/Day/Year) 10. References: You must provide two separate references TKOD e a parent or legal guardian (if living). Both references must be completed fully. TRUE AND CORRECT COPY OF THE City, State, Zip Code Area Code/Telephone Relationship to Borrower Loan Assistance Requested 11. I request the following loan type(s), to the extent I am lead the (see instructions): I request a total amount under these loan types not to exceed (see instructions for loan maximums): a. Subsidized Federal Stafford D. b. Unsubsidized Federal Stafford My school will certify my eligibility for each loan type for which I am applying. The amount and other details of my loan(s) will be described to me in a disclosure statement. If I check yes, I am requesting postponement (deferment) of repayment for my Stafford and prior .00 SLS loan(s) during the in-school and grace periods. If I check no, I do not want to defer repayment. If I check yes, I am requesting that the lender add the interest on my unsubsidized Stafford and Yes, I want a deferment b. No, I do not want a deferment prior SLS loan(s) which accrues during the in-school and deferment periods, to my loan principal (capitalization). If I check no, I prefer to pay the interest. a. Yes, I want my interest capitalized 15. If my school participates in electronic funds transfer (EFT), I authorize the school to transfer b. No, I prefer to pay the interest the loan proceeds received by EFT to my student account. Yes, transfer funds **Promissory Note** b. No, do not transfer funds Promise to Pay. I promise to pay to the lender, or a subsequent holder of this Promissory Note, all sums disbursed (hereafter "loan" or "loans") under the terms of this Note, plus interest and other, less which may become due as provided in this Note. If I fall to make payments on this Note when due, I will also pay reasonable collection costs, including artorney's fees; court costs, and collection will be a provided by the standard payments of the standard payments tess which may become use as provided in this role. If it has to make payments on this role when use, I will also pay reasonable conlection costs, including another sizes, court costs, and confess, I understand I may cancel or reduce the size of any loan by refusing to accept any disbursement that is, issued: funderstand that this is a Promissory Note: I will not sign this Note before teas. Eunderstand I may cancel or reduce the size or any loan by retusing to accept any discussement that is assured. Further than the surface of the reverse side, even if otherwise advised. Earnemilled to an exact copy of this Promissory Note and the Borrower's Rights and Responsibilities. My signature reading it, including the writing on the reverse side, even it conditions of this Application and Promissory Note, including the Borrower Certification and Authorization printed on the reverse side and THIS IS A LOAN(S) THAT MUST, BE REPAID 16. Borrower's Signature School Section Today's Date (Month/Day/Year) 17. School Name To be completed by an authorized school official. 23. School Co Saginaw Valley State Universit de/Branch 28. Telephone Number 002314 8. Street Address 517) 790-4103 24. Cost of Attendance 2250 Pierce Road 29. Recommended Disburs .00 Zip Code 25. Federal Expected Family Contrib University Center 48710 19, Loan Period (Month/Day/Year .00 26. Estimated Financial Ald 20. Grade Level 27. Certifled Loan Amounts 21. Enrollment Status (Check one.) a. Subsidized Full Time At Least Half Time b. Unsubsidized d Completion (Graduation) Date (Month/Day/Year) Date Lender Section Check box if electronically transmitted to guarantor: 31. Lender Name To be completed by an authorized lending official. 32, Lender Code/Branch 33. Telephone Number Street Address Poor Source Original 35. Amount(s) Approved a. Subsidizad City Document Retained b. Unsubsidized Zio Code Signature of Authorized Landing Official Print or Type Nan David H. Harmon, Vice President, Regional Operations 1/31/94

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL PROMISSORY NOTE OF THE NAME ALLAM.

a mana paga pala paga paga paga paga paga pag	ry Note for	Guarantor or Progr	am Ideniification		
rederal Stattord Loans (sub:	sidized and unsabsidized)	WIGHTOWN	-SURRANTY AG	ENCY-	· .42
WAKNING: Any person who knowingly makes a talea statemen	d de mileum	MI Great	thates tha	har For	
subject to penalties which may include fines or imprisonment u and 20 U.S.C. 1097.	inder the United States Criminal Code	Int.		- oue	COM)
Borrower Section		PI	ease print neatly or ty	pe. Read the instruc	lione carof
1. Last Name	Eirst Name			2. Social Security Number	uons carer.
3. Permaneril Silpert Address (II P.O. Box, see instructions.)	Jewald				
5545, 215T		4. Telephone Number	בע ערטע	5. Loan Period (Month/Year)	T.
City	State . Zip Code		mber (List state abbreviation fire	From: 8/9/5 To	o: 4/91
Space DW r	MET - 48601	<u> </u>		• • • • • • • • • • • • • • • • • • • •	:
	State Zip Code	8. Lender Code, If know		(Month/Day/	Year)
D. References: You must provide two separate references with	miss of 45CL8	SOS	<u> </u>	in with	
Name 1. Rasho	CO ASSEMBLY THAT T	HE FOREGOIMU	or legal guardian (if living). Bot	th references must be comple	eled runy.
Permanent Address 328 (10	ROTE SHILE AND CORE	RECT COPY OF V	E	Amoral IN	
City, State, Zip Code	e coriginas pro	MISSORY NOTE	DAN CERE CA	4. 95UI	ΣC.
Area Coda/Telephone :: Helationship to Borrower		-4	A THE RESERVE TO THE		
TOTAL	SIGNATURE	TO THE STATE OF TH	philop tex		·····
Loan Assistance Requested	TITLE: COLLECTION SI	INDERIGE SHAPPING	1006	:	
1: I request the following loan type(s), to the extent I am elig	ible (see instructions):	a Suheid	ized Federal Stafford		
2. I request a total amount under these loss times not to ove				D b. Unsubsidized Fed	eral Stafford
My school will certify my eligibility for each loan type for v other details of my loan(s) will be described to me in a dis	ubich larg applying. The emount and		\$	2500	.00
3. If I check ves. I'am requestion postponement (deformant)	of repairment for my Cheffe at and and			2	
SLS loan(s) during the in-school and grace periods. If I of	heck no, I do not want to defer recayn	rent. a. Yes, Iv	vant a deferment	b. No, I do not want	a deferment
VIIVI OLD IDANISI WINCH ACCINES during the in-cohool and .	est on my unsubsidized Staitord and deferment periods, to my loan princip	al □a Yesiv	ant my interest capitalized	· · · · · · · · · · · · · · · · · · ·	
5. If my school participates in electronic funds transfer (507)		,.,	mir my interest capitalized.	b. No, I prefer to pay	the interest
the loan proceeds received by EFT to my student account.	, i authorize the school to transfer	a. Yes, tra	nsfer funds	D. b. No, do not transfe	r lunds
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